General Terms & Conditions OakLabs Scientific GmbH

1 Scope

(1) The present General Terms and Conditions (her in after referred to as GTC) shall apply to all goods and services supplied by OakLabs Scientific GmbH (OakLabs) to Business Partners (Customers) in the following areas:

- analysis of biomarkers;

- discovery and development of biomarkers and biomarker signatures;

- software solutions;

- delivery of product kits to Customer, comprising reagents and consumables, software and instruction manuals for Customer to perform an analysis in his/her own laboratory;

- creation of customer specific microarray design sets;

- gene expression analysis

(2) Every sale of goods and provision of services by OakLabs is governed by these GTC as amended from time to time and valid at the time the order is placed. These GTC shall become an integral part of all and any contracts concluded by OakLabs with Customers concerning the provision of the goods or services offered.

(3) Unless expressly acknowledged by OakLabs in writing, the terms and conditions of Customers or third parties shall not become an integral part of such contracts. By placing an order with OakLabs, Customer recognises these GTC as binding, waiving the application of his/her own terms and conditions to such contract.

(4) OakLabs reserves the right to amend or modify the present GTC from time to time. Customers who have ongoing contracts with us shall be notified by mail or email of any amendments of the GTC, if such amendments are not purely editorial in nature or if it is evident that Customer's contractual rights and interests shall not be adversely affected. If Customer does not object to said changes within six weeks of receiving the notification of change, this shall be deemed acceptance and the amendments shall become an integral part of the contractual agreement. OakLabs shall point this out to Customer in the change notification.

2 Conclusion of Contract

(1) OakLabs' offers and quotations shall not be binding on us, i.e. a contract is created only after OakLabs has accepted an order.

3 Delivery

(1) Unless otherwise agreed by the parties, OakLabs is entitled to determine the type of shipment and packaging.

(2) Delivery periods and deadlines indicated by OakLabs shall be subject to alteration and are not binding on us. A delay in delivery exceeding said delivery times or deadlines does not give rise to any claims against OakLabs.

(3) OakLabs shall be entitled to make partial deliveries or provide partial services to full its contractual obligations.

4 Prices / Conditions of Payment / Retention of Title

(1) All prices are net quoted in euros and do not include German value-added tax or comparable sales taxes of other countries, customs duties in the event of exports and other public fees and charges, cost of packaging and insurance.

(2) Customers located in the European Union are obliged to provide their VAT tax identification number.

(3) OakLabs shall be entitled to demand 50% of the order total in advance. OakLabs shall be entitled to invoice. the total agreed order value, as soon as 90% of the required performance has been rendered.

(4) The invoiced amount shall become due within 7 days after receipt of the invoice and is payable without deductions. The relevant date is the actual date of receipt of payment by OakLabs. In case of a delay of payment, statutory rules and provisions shall apply.

(5) Amounts due may be offset with Customer's counter claims or may be retained on grounds of such counter claims only if said counter claims are either uncontested or have been finally adjudicated.

(6) OakLabs reserves title of all items to be delivered until full payment of the agreed compensation.

5 Duty of Customer to co-operate / Provision of samples / Sample storage

(1) OakLabs' duty to render performance depends on the timely and proper fulfilment of duties by Customer, including but not limited to providing the samples and additional information.

(2) Customer shall bear the costs and risk of supplying the samples.

(3) Samples must be packaged properly and in conformance with OakLabs' instructions, if any, by Customer.

(4) OakLabs shall be allowed to perform initial testing on the samples provided prior to rendering the actual services ordered. The initial testing is intended to determine the condition of the samples.

(5) Samples must be in a condition which permits further processing without extra effort. Should initial testing of the samples reveal or should it emerge at a later stage that said samples fail to meet these requirements, OakLabs shall be entitled to reject said samples and, giving appropriate notice, request Customer to either provide OakLabs with suitable samples or a declaration that the analysis of said samples should be continued. Failure to observe this deadline shall entitle OakLabs to terminate the contract with im- mediate effect. Any costs incurred by OakLabs up to that point shall be borne by Customer. If the anal- ysis of samples rejected by OakLabs is continued at Customer's request, Customer accepts the risk that resulting data may contain errors.

(6) By sending samples, Customer warrants that said samples were classified as risk group 1 or classified as not belonging to a risk group pursuant to German Genetic Engineering Law and the German Genetic Engineering Safety Ordinance.

(7) Customer shall be obligated to disclose to OakLabs all risk-related and handling instructions known to Customer, in case the supplied samples should contain hazardous substances. Customer shall warrant that all samples are in a stable condition and pose no risk or danger. Customer shall be held liable for any damage, personal injury and illness which OakLabs or any of its staff may incur as a result of a breach of aforementioned duties.

(8) The samples shall remain the property of Customer. Unless otherwise agreed in the order contract, samples shall be stored for a three-month period from order placement. On expiry of this period the samples shall be destroyed, if Customer has not requested the samples to be returned within the storage period. All costs for return shipment shall be borne by Customer.

6 Use of supplied software

(1) If a product kit intended for reading out data by Customer himself/ herself is delivered, OakLabs shall grant Customer a simple licence for limited use of the included software in accordance with the terms and conditions set forth herein.

(2) Software use is limited to reading out data supplied by OakLabs. The right of use of the software is limited to a period of six months from the time of delivery by OakLabs and is not transferable. In addition, the soft- ware licence is geographically limited to the country to which the software was delivered.

(3) Installation and use of the software supplied for reading out the delivered data shall be limited to a maximum of five desktop computers at Customer's location. Customer shall inform OakLabs in writing of the installation sites of the software. This also applies to any later change to the place of installation.

(4) Any use of the software over and above the licence outlined above is not permitted. In particular, sale and passing on of the software to third parties or any use of the software outside the scope of use defined by Copyright Law shall be prohibited.

(5) Customer shall, upon request, permit OakLabs or any third party commissioned by OakLabs to verify that software use complies with the restrictions of the licence granted herein. Customer shall use its best efforts and support OakLabs in conducting such verification to the best of its ability.

(6) Customer shall be responsible for providing a system environment as specified by OakLabs that allows proper functioning of the software. Upon OakLabs' request, Customer shall also be responsible for prompt installation of any updates made available by OakLabs.

7 Use of supplied data

(1) The permitted scope of use concerning the data analysed by OakLabs and delivered to Customer shall be subject to individual agreements.

(2) Any use of the data by Customer not specified in the individual agreement shall require the written consent of OakLabs. This applies, in particular, to the filing of an application for intellectual property rights based on the data analysed by OakLabs.

(3) OakLabs shall be entitled to make and store copies of the data provided to Customer, for the purpose of prevarication of data analysis, if necessary, of all data subject to the analysis.

8 Force majeure

(1) OakLabs shall be entitled to suspend contractual delivery, performance or acceptance for the duration and within the scope of any unforeseeable instance or circumstance beyond OakLabs' control (force majeure). Force majeure is any event or circumstance beyond OakLabs' control, which partially or entirely prevents OakLabs from the timely fulfilment of its obligations, including but not limited to re damage, flooding, strike, lockout, administrative orders or any other operational disruptions for which OakLabs is not responsible.

(2) OakLabs shall notify Customer promptly of any occurrence or discontinuation of force majeure and shall use its best efforts in attempting to remove such in- stance of force majeure and/or reduce its effects as much as possible.

(3) Each party to the contract shall be entitled with adequate period of notice to withdraw from any such part of the agreement that has not yet been fulfilled, if the force majeure persists for more than four weeks after the agreed date of delivery. This does not affect the right of each party to the contract to give notice of termination for good cause, if the event of force majeure continues beyond that period. An extension of OakLab's period of delivery or full discharge from its obligation to perform shall not give rise to any claims by Customer.

9 Warranty

(1) OakLabs warrants that its products and services shall conform to the standards and specifications stated in its catalogues, technical data sheets or other product documentation made available to Customer.

(2) OakLabs is not in a position to judge the fitness of data readouts for specific purposes and research goals. Hence, the usefulness of the data produced through analysis performed by OakLabs or a partner company for certain purposes or the specific usefulness of the readout data for specified purposes, beyond pure data information shall not be part of the contract concluded with Customers.

(3) Furthermore, OakLabs shall not warrant that the data produced by OakLabs itself or by means of the sup- plied product kits shall be suitable for a specified type of use or usage. In particular, OakLabs shall not assume warranty for the fitness of such analysed data for particular purposes or research goals.

(4) Customer's warranty claims due to any defects shall initially be limited to the right to reworking or replacement of the delivery. In the event of failure, i.e. in the case of impossibility, impracticality, refusal or unreasonable delay in reworking or replacing the delivery, Customer shall be entitled to withdraw from the contract or reasonably reduce the purchase price. Reworking or replacement shall be performed at OakLabs' expense.

(5) Delivered goods or items shall be carefully inspected immediately on arrival at the premises of Customer or any third party specified by the latter. Delivered items shall be deemed as being accepted, if OakLabs has not received a notice of defect (a) regarding any apparent or other defects which would have been apparent on immediate careful inspection within seven workdays following receipt of delivered items or (b) in all other cases, if (a) is not applicable, within seven days of detection of the defect or any earlier time, at which the defect should be detectable by Customer during normal use of the delivered item without closer inspection.

(6) The warranty period shall be six months for the delivery of product kits, otherwise one year from the time of delivery or, insofar as acceptance is required, from the time of acceptance.

(7) OakLabs shall not assume warranty for any problems or matters beyond OakLabs' control. These include, but are not limited to, the quality of the supplied samples.

10 Liability

(1) OakLabs shall assume unlimited liability for intent and gross negligence, and for absence of warranted properties.

(2) In the event of minor negligence, OakLabs shall assume unlimited liability for injury to life, limb or health. If OakLabs, due to minor negligence, has fallen behind with fulfilment of its contractual obligations, if rendering of performance has become impossible or OakLabs has breached a cardinal duty, liability for any resulting damage to property or financial losses shall be limited to the foreseeable damage typical of this type of contract. A cardinal duty or obligation means any duty the fulfilment of which is prerequisite for the proper execution of the contract, the breach of which jeopardises the attainment of the underlying intent of the contract and the fulfilment of which Customer may reasonably rely on.

(3) Insofar as OakLabs is, in principle, liable for compensation, such liability shall be conned to the kinds of damage that OakLabs, at the time of conclusion of the contract, foresaw as a possible consequence of a breach of contract or, applying due care and diligence, should have foreseen. Any indirect and consequential damage that results from any defects of the delivered goods shall only be eligible for compensation, to the extent that such damage may typically be expected during intended use of such delivered goods. The usefulness or use benefit of the data analysed by OakLabs for certain purposes or aims of research beyond pure data information shall not be a subject matter of the contract with Customer, hence cannot be used as a basis for defining the intended use.

(4) In all other cases, OakLabs shall assume no liability; this does not affect its liability under German Product Liability Law.

(5) In the event of liability for simple negligence, OakLabs' liability for damage to property or financial loss shall be limited to a maximum amount of EUR 50,000.00 for each event of damage or loss, even if due to an infringement of a cardinal contractual duty or obligation.

11 Third-party industrial property rights

(1) Customer shall warrant that OakLabs' use of samples and/or other materials supplied by Customer in conjunction with the rendering of contractual services does not infringe any industrial property rights of third parties.

(2) Should any third-party claims be raised against OakLabs due to any infringement of industrial property rights, Customer shall be obliged to indemnify OakLabs against such claims, insofar as Customer was at fault.

(3) Customer's obligation to indemnify covers all costs and expenses which OakLabs may necessarily incur as a result of or relating to any arising third-party claims, which includes costs for legal counsel and representation at the statutory rate.

12 Confidentiality

(1) Customer shall be prohibited from utilising himself/herself or disclosing any trade and company secrets of OakLabs which were made known to him/her as a result of the collaboration with OakLabs in any way without the express prior written consent of the other party; this also applies to the time after termination of the contract.

(2) This duty of confidentiality shall not apply to such information, (a) as was already known to the receiving party at the time of signing the contract or (b) was already in the public domain at that time, nor to such information (c) in respect of which the receiving party demonstrates that it received such information after signing this contract without the duty of confidentiality from a third party, provided that such third party did not in turn breach its duty of confidentiality by passing on the information to the disclosing party, (d) in respect of which the receiving party demonstrates that such information became public knowledge after signing the contract through no fault of his/her own, or (e) such information must be made public under statutory

provisions of mandatory law, a non-appealable court decision or administrative order or decree.

(3) OakLabs is allowed to use Customer's name or logo without expressed written approval by Customer and may use or refer to the cooperation in any promotional or public activity.

13 Privacy Policy

(1) OakLabs shall be entitled to process any personal data provided by Customer within the scope of prevailing legal data protection statutes, especially the German Data Protection Act.

(2) In particular, OakLabs shall be entitled to have data processed by subcontractors located in the country or abroad even without Customer's prior consent. Said subcontractors shall process said personal data exclusively in accordance with OakLabs' instructions and implement appropriate measures for data protection that at least meet the standard owed by OakLabs.

14 Final Provision

(1) All legal relations between OakLabs and Customer shall be exclusively subject to the law of the Federal Republic of Germany.

(2) Place of performance for all goods delivered and services rendered by OakLabs shall be Hennigsdorf, where OakLabs is headquartered, unless the parties have explicitly agreed otherwise in writing.

(3) OakLabs' registered seat shall be the sole legal venue, if Customer is a merchant, legal entity under public law or special fund under public law, or has no place of general jurisdiction within the Federal Republic of Germany.

(4) If one or several of the aforementioned provisions should be or become null and void, the remaining provisions of the contract shall in no way be affected or impaired. Such invalid provision shall be replaced by a valid provision which comes closest to the intended underlying business purpose of the contract, while safeguarding the mutual interests of both parties.